

MOSER LAW FIRM, PC



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May 14, 2025

**VIA ECF**

Hon. Gary R. Brown, USDJ  
United States District Court Eastern District of New York  
100 Federal Plaza  
Central Islip, NY 11717

Re: *Barahona et al v Paradise Tree Service & Landscape, Corp et al*  
Case No. 21-cv-05400 (GRB)(AYS)

Dear Judge Brown:

I represent the Plaintiffs in the above-mentioned matter. Annexed please find a Proposed Judgment and Order.

Plaintiffs have calculated prejudgment interest at 9% per annum using single interim dates. CPLR §§ 5001(b) & 5004; *Penzo v. Consol. Edison Co. of N.Y., Inc.*, No. 1:19-cv-07478-MKV, 2024 U.S. Dist. LEXIS 145300, at \*43 (S.D.N.Y. Aug. 15, 2024) (“A district court has discretion to determine whether a plaintiff’s damages were incurred at various times and thus that the use of a ‘single reasonable intermediate date’ is appropriate.”). These calculations are annexed hereto as Exhibit 2.

In addition, as we have included a provision for automatic increase of the judgment should it remain unsatisfied as required by NYLL § 198(4).

[T]hat provision mandates that “any judgment or court order awarding remedies under this section *shall provide* that if any amounts remain unpaid upon the expiration of ninety days following issuance of judgment, or ninety days after expiration of the time to appeal and no appeal is then pending, whichever is later, the total amount of judgment shall automatically increase by fifteen percent.” NYLL § 198(4) (emphasis added); *see also Rodriguez v. Solares Corp.*, No. 16-CV-3922 (CBA)(SMG), 2018 WL 7252949, at \*12 (E.D.N.Y. Aug. 14, 2018) (citing NYLL § 198(4) and applying the automatic increase of fifteen percent to all damages awarded under the NYLL not paid after ninety days), *R&R adopted*, 2019 WL 486883 (E.D.N.Y. Feb. 7, 2019). This increase is therefore awarded automatically, whether Plaintiff requests it or not.

*Lucero v. Saas LLC*, No. 22-CV-2801 (ENV)(PK), 2025 U.S. Dist. LEXIS 45201, at \*30 (E.D.N.Y. Mar. 12, 2025).

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The Plaintiff will furnish a Word version of the proposed order and judgment as well as an Excel version of the prejudgment interest computations via email.

Respectfully submitted,

*Steven J. Moser*

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CC: William Nieto *pro se* (via email)